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7

8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA  
10 WESTERN DIVISION  
11

12 SARA OCHOA and KIMBERLY BROWN,  
on behalf of themselves and those similarly  
13 situated,

14 Plaintiffs,

15 v.

16 ZEROO GRAVITY GAMES LLC, a  
Delaware limited liability company,  
17

18 Defendant.

Case No. 2:22-cv-5896-GW (ASx)

**PROTECTIVE ORDER**

19 1. A. PURPOSES AND LIMITATIONS

20 Discovery in this action is likely to involve production of confidential,  
21 proprietary, or private information for which special protection from public  
22 disclosure and from use for any purpose other than prosecuting this litigation may  
23 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
24 enter the following Stipulated Protective Order. The parties acknowledge that this  
25 Order does not confer blanket protections on all disclosures or responses to  
26 discovery and that the protection it affords from public disclosure and use extends  
27 only to the limited information or items that are entitled to confidential treatment  
28 under the applicable legal principles. The parties further acknowledge, as set forth

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STIPULATED PROTECTIVE ORDER

1 in Section 14.4, below, that this Stipulated Protective Order does not entitle them to  
2 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
3 procedures that must be followed and the standards that will be applied when a party  
4 seeks permission from the court to file material under seal.

5 B. GOOD CAUSE STATEMENT

6 This action is likely to involve source code, confidential and competitively  
7 sensitive financial information, consumer personal information, and other research,  
8 development, commercial, financial, technical, private and/or proprietary  
9 information for which special protection from public disclosure and from  
10 use for any purpose other than prosecution of this action is warranted. Such  
11 confidential and proprietary materials and information consist of, among other  
12 things, confidential business or financial information, information regarding  
13 confidential business practices, or other confidential research, development, or  
14 commercial information (including information implicating privacy rights of third  
15 parties), information otherwise generally unavailable to the public, or which may be  
16 privileged or otherwise protected from disclosure under state or federal statutes,  
17 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
18 information, to facilitate the prompt resolution of disputes over confidentiality of  
19 discovery materials, to adequately protect information the parties are entitled to keep  
20 confidential, to ensure that the parties are permitted reasonable necessary uses of  
21 such material in preparation for and in the conduct of trial, to address their handling  
22 at the end of the litigation, and serve the ends of justice, a protective order for such  
23 information is justified in this matter. It is the intent of the parties that information  
24 will not be designated as confidential for tactical reasons and that nothing be so  
25 designated without a good faith belief that it has been maintained in a confidential,  
26 non-public manner, and there is good cause why it should not be part of the public  
27 record of this case.

1           2.     DEFINITIONS

2           2.1 Action: this pending federal law suit.

3           2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
4 information or items under this Order.

5           2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
6 how it is generated, stored or maintained) or tangible things that qualify  
7 for protection under Federal Rule of Civil Procedure 26(c), and as  
8 specified above in the Good Cause Statement.

9           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
10 support staff).

11          2.5 Designating Party: a Party or Non-Party that designates information or  
12 items that it produces in disclosures or in responses to discovery as  
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
14 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

15          2.6 Disclosure or Discovery Material: all items or information, regardless of  
16 the medium or manner in which it is generated, stored, or maintained  
17 (including, among other things, testimony, transcripts, and tangible  
18 things), that are produced or generated in disclosures or responses to  
19 discovery in this matter.

20          2.7 Expert: a person with specialized knowledge or experience in a matter  
21 pertinent to the litigation who (1) has been retained by a Party or its counsel  
22 to serve as an expert witness or as a consultant in this Action, (2) is not a past  
23 or current employee or contractor of a Party or of a Party’s competitor within  
24 the past 5 years, and (3) at the time of retention, is not anticipated to become  
25 an employee or contractor of a Party or of a Party’s competitor.

26          2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”

27 Information or Items: extremely sensitive “Confidential Information or Items,”  
28 disclosure of which to another Party or Non-Party would create a substantial

1 risk of serious harm that could not be avoided by less restrictive means.

2 2.9 “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items:  
3 extremely sensitive “Confidential Information or Items” representing computer  
4 code and associated comments and revision histories, formulas, engineering  
5 specifications, or schematics that define or otherwise describe in detail the  
6 algorithms or structure of software or hardware designs, disclosure of which to  
7 another Party or Non-Party would create a substantial risk of serious harm that  
8 could not be avoided by less restrictive means.

9 2.10 House Counsel: attorneys who are employees of a party to this Action.  
10 House Counsel does not include Outside Counsel of Record or any other  
11 outside counsel.

12 2.11 Non-Party: any natural person, partnership, corporation, association, or  
13 other legal entity not named as a Party to this action.

14 2.12 Outside Counsel of Record: attorneys who are not employees of a party  
15 to this Action but are retained to represent or advise a party to this Action  
16 and have appeared in this Action on behalf of that party or are affiliated  
17 with a law firm which has appeared on behalf of that party, and includes  
18 support staff.

19 2.13 Party: any party to this Action, including all of its officers, directors,  
20 employees, consultants, retained experts, and Outside Counsel of Record  
21 (and their support staffs).

22 2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
23 Discovery Material in this Action.

24 2.15 Professional Vendors: persons or entities that provide litigation support  
25 services (e.g., photocopying, videotaping, translating, preparing exhibits  
26 or demonstrations, and organizing, storing, or retrieving data in any form  
27 or medium) and their employees and subcontractors.

28 2.16 Protected Material: any Disclosure or Discovery Material that is

1 designated as “CONFIDENTIAL” or as “HIGHLY CONFIDENTIAL –  
2 ATTORNEYS’ EYES ONLY,” or as “HIGHLY CONFIDENTIAL –  
3 SOURCE CODE.”

4 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material  
5 from a Producing Party.

6 3. SCOPE

7 The protections conferred by this Stipulation and Order cover not only  
8 Protected Material (as defined above), but also (1) any information copied or  
9 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
10 compilations of Protected Material; and (3) any testimony, conversations, or  
11 presentations by Parties or their Counsel that might reveal Protected Material.  
12 However, the protections conferred by this Stipulation and Order do not cover the  
13 following information: (a) any information that is in the public domain at the time of  
14 disclosure to a Receiving Party or becomes part of the public domain after its  
15 disclosure to a Receiving Party as a result of publication not involving a violation of  
16 this Order, including becoming part of the public record through trial or otherwise;  
17 and (b) any information known to the Receiving Party prior to the disclosure or  
18 obtained by the Receiving Party after the disclosure from a source who obtained the  
19 information lawfully and under no obligation of confidentiality to the Designating  
20 Party.

21 Any use of Protected Material at trial shall be governed by the orders of the  
22 trial judge. This Order does not govern the use of Protected Material at trial.

23 4. DURATION

24 Even after final disposition of this litigation, the confidentiality obligations  
25 imposed by this Order shall remain in effect until a Designating Party agrees  
26 otherwise in writing or a court order otherwise directs. Final disposition shall be  
27 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
28 or without prejudice; and (2) final judgment herein after the completion and

1 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
2 including the time limits for filing any motions or applications for extension of time  
3 pursuant to applicable law.

4 5. DESIGNATING PROTECTED MATERIAL

5 5.1 Exercise of Restraint and Care in Designating Material for Protection.

6 Each Party or Non-Party that designates information or items for protection under  
7 this Order must take care to limit any such designation to specific material that  
8 qualifies under the appropriate standards. To the extent it is practical to do so, the  
9 Designating Party must designate for protection only those parts of material,  
10 documents, items, or oral or written communications that qualify so that other  
11 portions of the material, documents, items, or communications for which protection  
12 is not warranted are not swept unjustifiably within the ambit of this Order.

13 Mass, indiscriminate, or routinized designations are prohibited. Designations  
14 that are shown to be clearly unjustified or that have been made for an improper  
15 purpose (e.g., to unnecessarily encumber the case development process or to impose  
16 unnecessary expenses and burdens on other parties) may expose the Designating  
17 Party to sanctions.

18 If it comes to a Designating Party's attention that information or items that it  
19 designated for protection do not qualify for protection at all or do not qualify for the  
20 level of protection initially asserted, that Designating Party must promptly notify all  
21 other Parties that it is withdrawing the inapplicable designation.

22 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
23 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
24 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
25 Order must be clearly so designated before the material is disclosed or produced.

26  
27 Designation in conformity with this Order requires:

28 (a) for information in documentary form (e.g., paper or electronic documents,

1 but excluding transcripts of depositions or other pretrial or trial  
2 proceedings), that the Producing Party affix, at a minimum, the legend  
3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
4 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” to  
5 each page that contains protected material. If only a portion or portions of  
6 the material on a page qualifies for protection, the Producing Party also  
7 must clearly identify the protected portion(s) (e.g., by making appropriate  
8 markings in the margins) and must specify, for each portion, the level of  
9 protection being asserted.

10  
11 A Party or Non-Party that makes original documents available for inspection  
12 need not designate them for protection until after the inspecting Party has indicated  
13 which documents it would like copied and produced. During the inspection and  
14 before the designation, all of the material made available for inspection shall be  
15 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the  
16 inspecting Party has identified the documents it wants copied and produced, the  
17 Producing Party must determine which documents, or portions thereof, qualify for  
18 protection under this Order. Then, before producing the specified documents, the  
19 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or  
20 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY  
21 CONFIDENTIAL – SOURCE CODE”) to each page that contains Protected  
22 Material. If only a portion or portions of the material on a page qualifies for  
23 protection, the Producing Party also must clearly identify the protected portion(s)  
24 (e.g., by making appropriate markings in the margins) and must specify, for each  
25 portion, the level of protection being asserted.

26 (b) for testimony given in deposition or in other pretrial or trial proceedings,  
27 that the Designating Party identify on the record, before the close of the deposition,  
28 hearing, or other proceeding, all protected testimony and specify the level of



1 protection being asserted. When it is impractical to identify separately each portion  
2 of testimony that is entitled to protection and it appears that substantial portions of  
3 the testimony may qualify for protection, the Designating Party may invoke on the  
4 record (before the deposition, hearing, or other proceeding is concluded) a right to  
5 have up to 21 days to identify the specific portions of the testimony as to which  
6 protection is sought and to specify the level of protection being asserted. Only those  
7 portions of the testimony that are appropriately designated for protection within the  
8 21 days shall be covered by the provisions of this Stipulated Protective Order.  
9 Alternatively, a Designating Party may specify, at the deposition or up to 21 days  
10 afterwards if that period is properly invoked, that the entire transcript shall be  
11 treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’  
12 EYES ONLY.”

13 Parties shall give the other parties notice if they reasonably expect a  
14 deposition, hearing or other proceeding to include Protected Material so that the  
15 other parties can ensure that only authorized individuals who have signed the  
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
17 proceedings. The use of a document as an exhibit at a deposition shall not in any  
18 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
19 ATTORNEYS’ EYES ONLY.”

20 Transcripts containing Protected Material shall have an obvious legend on the  
21 title page that the transcript contains Protected Material, and the title page shall be  
22 followed by a list of all pages (including line numbers as appropriate) that have been  
23 designated as Protected Material and the level of protection being asserted by the  
24 Designating Party. The Designating Party shall inform the court reporter of these  
25 requirements. Any transcript that is prepared before the expiration of a 21-day  
26 period for designation shall be treated during that period as if it had been designated  
27 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless  
28 otherwise agreed. After the expiration of that period, the transcript shall be treated



1 only as actually designated.

2 (c) for information produced in some form other than documentary and for  
3 any other tangible items, that the Producing Party affix in a prominent place on the  
4 exterior of the container or containers in which the information is stored the legend  
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
6 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” If only a portion or  
7 portions of the information warrants protection, the Producing Party, to the extent  
8 practicable, shall identify the protected portion(s) and specify the level of protection  
9 being asserted.

10 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
11 designate qualified information or items does not, standing alone, waive the  
12 Designating Party’s right to secure protection under this Order for such material.  
13 Upon timely correction of a designation, the Receiving Party must make reasonable  
14 efforts to assure that the material is treated in accordance with the provisions of this  
15 Order.

## 16 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
18 designation of confidentiality at any time that is consistent with the Court’s  
19 Scheduling Order. Unless a prompt challenge to a Designating Party’s  
20 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
21 unnecessary economic burdens, or a significant disruption or delay of the litigation,  
22 a Party does not waive its right to challenge a confidentiality designation by electing  
23 not to mount a challenge promptly after the original designation is disclosed.

24 6.2 Meet and Confer. The Challenging Party shall initiate the  
25 Informal dispute resolution process set forth in the Court’s Procedures and  
26 Schedules. See <http://www.cacd.uscourts.gov/honorable-alka-sagar>.

27 6.3 The burden of persuasion in any such challenge proceeding shall be on  
28 the Designating Party. Frivolous challenges, and those made for an improper

1 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
 2 parties) may expose the Challenging Party to sanctions. Unless the Designating  
 3 Party has waived or withdrawn the confidentiality designation, all parties shall  
 4 continue to afford the material in question the level of protection to which it is  
 5 entitled under the Producing Party's designation until the Court rules on the  
 6 challenge.

## 7. ACCESS TO AND USE OF PROTECTED MATERIAL

8 7.1 Basic Principles. A Receiving Party may use Protected Material that  
 9 is disclosed or produced by another Party or by a Non-Party in connection with  
 10 this Action only for prosecuting, defending, or attempting to settle this Action.  
 11 Such Protected Material may be disclosed only to the categories of persons and  
 12 under the conditions described in this Order. When the Action has been  
 13 terminated, a Receiving Party must comply with the provisions of section 15  
 14 below (FINAL DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at  
 16 a location and in a secure, password-protected manner that ensures that access is  
 17 limited to the persons authorized under this Order.

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
 19 ordered by the court or permitted in writing by the Designating Party, a Receiving  
 20 Party may disclose any information or item designated "CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel of Record in this Action and House  
 22 Counsel, as well as employees of said Counsel to whom it is reasonably necessary to  
 23 disclose the information for this Action;

24 (b) the officers, directors, and employees (including House Counsel) of the  
 25 Receiving Party to whom disclosure is reasonably necessary for this Action and who  
 26 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (c) Experts (as defined in this Order) of the Receiving Party to whom  
 28 disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) court reporters and their staff;

4 (f) professional jury or trial consultants, mock jurors<sup>1</sup>, and Professional  
5 Vendors to whom disclosure is reasonably necessary for this Action and who have  
6 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

7 (g) the author or recipient of a document containing the information or a  
8 custodian or other person who otherwise possessed or knew the information;

9 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
10 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
11 requests that the witness sign the form attached as Exhibit A hereto; and (2) they  
12 will not be permitted to keep any confidential information unless they sign the  
13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
14 agreed by the Designating Party or ordered by the court. Pages of transcribed  
15 deposition testimony or exhibits to depositions that reveal Protected Material must  
16 be separately bound by the court reporter and may not be disclosed to anyone except  
17 as permitted under this Stipulated Protective Order; and

18 (i) any mediator or settlement officer, and their supporting personnel,  
19 mutually agreed upon by any of the parties engaged in settlement discussions.

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES  
21 ONLY” and “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or  
22 Items. Unless otherwise ordered by the court or permitted in writing by the  
23 Designating Party, a Receiving Party may disclose any information or item  
24 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or  
25 “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

26  
27 <sup>1</sup> The parties may wish to allow disclosure of information not only to professional  
28 jury or trial consultants, but also to mock jurors, to further trial preparation. In that  
situation, the parties agree that they must use a simplified, precisely tailored  
undertaking for professional jury or trial consultants or mock jurors to sign.

(a) the Receiving Party's Outside Counsel of Record in this action and House Counsel, as well as employees of said Counsel to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a)(1), below, have been followed;

(c) the court and its personnel;

(d) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation;

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(f) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.4 Procedures for Approving or Objecting to Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" Information or Items to Experts.

(a)(1) Unless otherwise ordered by the court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" pursuant to paragraph 7.3(b) first must make a written request to the Designating Party that (1) identifies the general categories of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert's current resume, (4) identifies the Expert's current employer(s), (5) identifies each

1 person or entity from whom the Expert has received compensation or funding for  
2 work in his or her areas of expertise or to whom the expert has provided  
3 professional services, including in connection with a litigation, at any time during  
4 the preceding five years, and (6) identifies (by name and number of the case, filing  
5 date, and location of court) any litigation in connection with which the Expert has  
6 offered expert testimony, including through a declaration, report, or testimony at a  
7 deposition or trial, during the preceding five years.

8 (b) A Party that makes a request and provides the information specified in the  
9 preceding respective paragraphs may disclose the subject Protected Material to the  
10 Expert unless, within 14 days of delivering the request, the Party receives a written  
11 objection from the Designating Party. Any such objection must set forth in detail the  
12 grounds on which it is based.

13 (c) A Party that receives a timely written objection must meet and confer with  
14 the Designating Party (through direct voice to voice dialogue) to try to resolve the  
15 matter by agreement within seven days of the written objection. If no agreement is  
16 reached, the Party seeking to make the disclosure to the Expert may file a motion as  
17 provided in Civil Local Rule 7 (and in compliance with Civil Local Rule 79-5, if  
18 applicable) seeking permission from the court to do so. Any such motion must  
19 describe the circumstances with specificity, set forth in detail the reasons why the  
20 disclosure to the Expert is reasonably necessary, assess the risk of harm that the  
21 disclosure would entail, and suggest any additional means that could be used to  
22 reduce that risk. In addition, any such motion must be accompanied by a competent  
23 declaration describing the parties' efforts to resolve the matter by agreement (i.e.,  
24 the extent and the content of the meet and confer discussions) and setting forth the  
25 reasons advanced by the Designating Party for its refusal to approve the disclosure.

26 In any such proceeding, the Party opposing disclosure to the Expert shall bear  
27 the burden of proving that the risk of harm that the disclosure would entail (under  
28 the safeguards proposed) outweighs the Receiving Party's need to disclose the

1 Protected Material to the Expert.

2 8. PROSECUTION BAR

3 Absent written consent from the Producing Party, any individual who  
 4 receives access to another Party's technical "HIGHLY CONFIDENTIAL –  
 5 ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE  
 6 CODE" information shall not be involved in the prosecution of patents or patent  
 7 applications relating to social casino gaming technology. For purposes of this  
 8 paragraph, "prosecution" includes directly or indirectly drafting, amending,  
 9 advising, or otherwise affecting the scope or maintenance of patent claims. To avoid  
 10 any doubt, "prosecution" as used in this paragraph does not include representing a  
 11 party challenging a patent before a domestic or foreign agency (including, but not  
 12 limited to, a reissue protest, *ex parte* reexamination or *inter partes* reexamination).  
 13 This Prosecution Bar shall begin when access to technical "HIGHLY  
 14 CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY  
 15 CONFIDENTIAL – SOURCE CODE" information is first received by the affected  
 16 individual and shall end two (2) years after final termination of this action.

17 9. SOURCE CODE

18 (a) To the extent production of source code becomes necessary in this case,  
 19 a Producing Party may designate source code as "HIGHLY CONFIDENTIAL -  
 20 SOURCE CODE" if it comprises or includes confidential, proprietary or trade secret  
 21 source code.

22 (b) Protected Material designated as "HIGHLY CONFIDENTIAL –  
 23 SOURCE CODE" shall be subject to all of the protections afforded to "HIGHLY  
 24 CONFIDENTIAL – SOURCE CODE" shall be subject to all of the protections  
 25 afforded to "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY"  
 26 information, and may be disclosed only to the individuals to whom "HIGHLY  
 27 CONFIDENTIAL – ATTORNEYS' EYES ONLY" information may be disclosed,  
 28 as set forth in Paragraphs 7.3 and 7.4.

1 (c) Any source code produced in discovery shall be made available for  
2 inspection, in a format allowing it to be reasonably reviewed and searched, during  
3 normal business hours or at other mutually agreeable times, at an office of the  
4 Producing Party's counsel, remotely under agreed conditions or another mutually  
5 agreed upon location. The source code shall be made available for inspection on a  
6 secured computer in a secured room without Internet access or network access to  
7 other computers (unless being reviewed remotely under agreed conditions), and the  
8 Receiving Party shall not copy, remove, or otherwise transfer any portion of the  
9 source code onto any recordable media or recordable device. The Producing Party  
10 may visually monitor the activities of the Receiving Party's representatives during  
11 any source code review, but only to ensure that there is no unauthorized recording,  
12 copying, or transmission of the source code.

13 (d) The Receiving Party may request paper copies of limited portions of  
14 source code that are reasonably necessary for the preparation of court filings,  
15 pleadings, expert reports, or other papers, or for deposition or trial, but shall not  
16 request paper copies for the purposes of reviewing the source code other than  
17 electronically as set forth in paragraph (c) in the first instance. The Producing Party  
18 shall provide all such source code in paper form including bates numbers and the  
19 label "HIGHLY CONFIDENTIAL - SOURCE CODE." The Producing Party may  
20 challenge the amount of source code requested in hard copy form pursuant to the  
21 dispute resolution procedure and timeframes set forth in Paragraph 6.

22 (e) The Receiving Party shall maintain a record of any individual who has  
23 inspected any portion of the source code in electronic or paper form. The Receiving  
24 Party shall maintain all paper copies of any printed portions of the source code in a  
25 secured, locked area. The Receiving Party shall not create any electronic or other  
26 images of the paper copies and shall not convert any of the information contained in  
27 the paper copies into any electronic format. The Receiving Party shall only make  
28 additional paper copies if such additional copies are (1) necessary to prepare court



1 filings, pleadings, or other papers (including a testifying expert's expert report), (2)  
 2 necessary for deposition, or (3) otherwise necessary for the preparation of its case.  
 3 Any paper copies used during a deposition shall be retrieved by the Producing Party  
 4 at the end of each day and must not be given to or left with a court reporter or any  
 5 other unauthorized individual.

6 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN  
 7 OTHER LITIGATION

8 If a Party is served with a subpoena or a court order issued in other litigation  
 9 that compels disclosure of any information or items designated in this Action as  
 10 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
 11 ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE," that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification shall  
 13 include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order to  
 15 issue in the other litigation that some or all of the material covered by the subpoena  
 16 or order is subject to this Protective Order. Such notification shall include a copy of  
 17 this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued  
 19 by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with the  
 21 subpoena or court order shall not produce any information designated in this action  
 22 as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES  
 23 ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" before a determination  
 24 by the court from which the subpoena or order issued, unless the Party has obtained  
 25 the Designating Party's permission. The Designating Party shall bear the burden  
 26 and expense of seeking protection in that court of its confidential material and  
 27 nothing in these provisions should be construed as authorizing or encouraging a  
 28 Receiving Party in this Action to disobey a lawful directive from another court.

11. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE." Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to object or seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall

1 bear the burden and expense of seeking protection in this court of its Protected  
2 Material.

3 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
5 Protected Material to any person or in any circumstance not authorized under this  
6 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
7 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
8 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
9 or persons to whom unauthorized disclosures were made of all the terms of this  
10 Order, and (d) request such person or persons to execute the “Acknowledgment and  
11 Agreement to Be Bound” that is attached hereto as Exhibit A.

12 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
13 PROTECTED MATERIAL

14 When a Producing Party gives notice to Receiving Parties that certain  
15 inadvertently produced material is subject to a claim of privilege or other protection,  
16 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
17 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
18 may be established in an e-discovery order that provides for production without prior  
19 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
20 parties reach an agreement on the effect of disclosure of a communication or  
21 information covered by the attorney-client privilege or work product protection, the  
22 parties may incorporate their agreement in the stipulated protective order submitted  
23 to the court.

24 14. MISCELLANEOUS

25 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
26 person to seek its modification by the Court in the future.

27 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
28 Protective Order no Party waives any right it otherwise would have to object to

1 disclosing or producing any information or item on any ground not addressed in this  
2 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
3 ground to use in evidence of any of the material covered by this Protective Order.

4 14.3 Export Control. Disclosure of Protected Material shall be subject to all  
5 applicable laws and regulations relating to the export of technical data contained in  
6 such Protected Material, including the release of such technical data to foreign  
7 persons or nationals in the United States or elsewhere. The Producing Party shall be  
8 responsible for identifying any such controlled technical data, and the Receiving  
9 Party shall take measures necessary to ensure compliance.

10 14.4 Filing Protected Material. Without written permission from the  
11 Designating Party or a court order secured after appropriate notice to all interested  
12 persons, a Party may not file in the public record in this action any Protected  
13 Material. A Party that seeks to file under seal any Protected Material must  
14 comply with Civil Local Rule 79-5. Protected Material may only be filed under seal  
15 pursuant to a court order authorizing the sealing of the specific Protected  
16 Material at issue. If a Party's request to file Protected Material under seal is denied  
17 by the court, then the Receiving Party may file the information in the public record  
18 unless otherwise instructed by the court.

19 15. FINAL DISPOSITION

20 After the final disposition of this Action, as defined in paragraph 4, within 60  
21 days of a written request by the Designating Party, each Receiving Party must return  
22 all Protected Material to the Producing Party or destroy such material. As used in  
23 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
24 summaries, and any other format reproducing or capturing any of the Protected  
25 Material. Whether the Protected Material is returned or destroyed, the Receiving  
26 Party must submit a written certification to the Producing Party (and, if not the same  
27 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
28 (by category, where appropriate) all the Protected Material that was returned or

1 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
 2 abstracts, compilations, summaries or any other format reproducing or capturing any  
 3 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
 4 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
 5 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
 6 reports, attorney work product, and consultant and expert work product, even if such  
 7 materials contain Protected Material. Any such archival copies that contain or  
 8 constitute Protected Material remain subject to this Protective Order as set forth in  
 9 Section 4 (DURATION).

10 16. Any violation of this Order may be punished by any and all appropriate measures  
 11 including, without limitation, contempt proceedings and/or monetary sanctions.  
 12

13 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

14 DATED: July 31, 2023

/s/ Andrew T. Ryan

ANDREW T. RYAN  
 Attorney for Plaintiffs

16  
 17 DATED: July 31, 2023

/s/ Michael A. Berta

MICHAEL A. BERTA  
 Attorney for Defendant

19  
 20 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

21 DATED: August 1, 2023

22 / s / Sagar

23 Honorable Alka Sagar

24 United States Magistrate Judge  
 25  
 26  
 27  
 28

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
 [print or type full address], declare under penalty of perjury that I have read in its  
 entirety and understand the Stipulated Protective Order that was issued by the  
 United States District Court for the Central District of California on July 31, 2023 in  
 the case of Sara Ochoa and Kimberly Brown, on behalf of themselves and those  
 similarly situated, v. Zeroo Gravity Games LLC, a Delaware limited liability  
 company, Case No. 2:22-cv-5896-GW(ASx). I agree to comply with and to be  
 bound by all the terms of this Stipulated Protective Order and I understand and  
 acknowledge that failure to so comply could expose me to sanctions and punishment  
 in the nature of contempt. I solemnly promise that I will not disclose in any manner  
 any information or item that is subject to this Stipulated Protective Order to any  
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with  
 this action or any proceedings related to enforcement of this Stipulated Protective  
 Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

[printed name]

Signature: \_\_\_\_\_

[signature]